

RESOLUTION NO. 87-74

APPROVE AGREEMENT BETWEEN THE COUNTY OF SAN JOAQUIN AND THE
CITY OF LODI FOR THE CITY TO PROVIDE DIAL-A-RIDE SERVICE IN THE
COUNTY TO THE WOODBRIDGE AND ACAMPO AREA AND AUTHORIZE THE MAYOR
AND CITY CLERK TO EXECUTE THE AGREEMENT

RESOLVED, that the City Council authorize the Mayor and City Clerk to execute a
Letter Agreement with the County of San Joaquin for the City to provide
DIAL-A-RIDE services in accordance with the Agreement of October 1, 1984 as set
forth in Exhibit A attached hereto and thereby made a part hereof.

Date: July 1, 1987

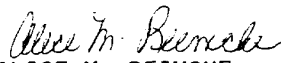
I hereby certify that Resolution No. 87-74 was passed and adopted
by the City Council of the City of Lodi in a Regular Meeting held
July 1, 1987 by the following vote:

Ayes: Council Members - Hinchman, Pinkerton, Reid, Snider,
and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Attest:


ALICE M. REIMCHE
City Clerk

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
DAVID M. HINCHMAN
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634

TELECOPIER : (209) 333-6795

THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

June 15, 1987

County of San Joaquin
Department of Public Works
P. O. Box 1810
1810 E. Hazelton Avenue
Stockton, CA 95201

Attn: Doralee Boles, Transportation Coordinator

Subject: Renewal of Lodi/San Joaquin County Transit Agreement 1987-1990

This Letter Agreement made and entered into this 1st day of July, 1987, by and between the County of San Joaquin, a political subdivision of the State of California, hereinafter referred to as COUNTY and the City of Lodi, a municipal corporation of the State of California, hereinafter referred to as CITY.

WHEREAS, County and City entered into an Agreement dated October 1, 1984, copy attached hereto as Exhibit A and incorporated herein by reference, whereby City agrees to provide vehicles to operate a dial-a-ride transit system in the unincorporated areas of Woodbridge, and the Arbor Mobile Home Park area in Acampo; and

WHEREAS, in Paragraph 4 of said Agreement, provisions are made for the extension of said Agreement for one year periods up to three years, upon County's written notification to City to continued service based on the same terms and conditions;

NOW, THEREFORE, said Agreement is hereby extended for a three-year period, commencing July 1, 1987 and ending June 30, 1990 under the same terms and conditions as said October 1, 1984 Agreement.

County of San Joaquin
Department of Public Works
June 15, 1987
Page 2

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF SAN JOAQUIN,
a political subdivision
of the State of California

CITY OF LODI,
a municipal corporation
of the State of California

By _____
Chairman, Board of Supervisors

By Evelyn M. Olson
Evelyn M. Olson, Mayor
City of Lodi

Attest:

Attest:

Alice M. Reimche
Alice M. Reimche, City Clerk
City of Lodi

Approved as to Form:

Ronald M. Stein
Ronald M. Stein, City Attorney
City of Lodi

JLG:br

Attachment (Exhibit A)

TXTA.07A DIALRIDE

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of October, 1984, by and between the CITY OF LODI, a municipal corporation, hereinafter referred to as CITY, and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, CITY is presently operating a low-cost transportation system to the residents of the City of Lodi, commonly known as Lodi Dial-A-Ride; and,

WHEREAS, the Board of Supervisors of COUNTY and the San Joaquin County Council of Governments (COG) have identified the transit needs of the unincorporated area of Acampo, in the area of the Arbor Mobile Home Park; and,

WHEREAS, it has been determined that the most feasible method of serving the Arbor Mobile Home Park transit needs is through an agreement extending the service area of the current Lodi Dial-A-Ride system to the Arbor Mobile Home Park area;

NOW, THEREFORE, the parties hereto, for and in consideration of the charges, terms, covenants, and agreements contained herein, agree as follows:

1. INCORPORATION BE REFERENCE

That agreement dated July 1, 1984, by and between CITY and Wynston Margrave and Rae Neel Margrave, doing business as City Cab Co., and that document entitled OPERATIONAL POLICY FOR LODI DIAL-A-RIDE are hereby incorporated herein by this reference as Exhibit A and

Exhibit A

Exhibit B, respectively.

2. SCOPE OF SERVICES

CITY agrees to provide sufficient vehicles to operate a dial-a-ride transit system in the unincorporated area of the Arbor Mobile Home Park depicted on Exhibit C, a copy of which is attached hereto and by this reference incorporated herein, on a set schedule as set forth in the City of Lodi's Resolution No. 84-141 attached and by this reference incorporated here in as Exhibit D, (10:00 a.m., 12:00 noon, 2:00 p.m.) to the park, Monday through Friday of each week, excluding holidays (New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day). Services provided pursuant to this agreement shall meet all applicable requirements of Exhibit A and Exhibit B herein and shall include the area depicted on Exhibit C herein.

3. TERM

The term of this agreement shall be a period of nine (9) months commencing on October 1st, 1984, and terminating on June 30, 1985, subject to earlier termination upon the cancellation or termination of that agreement incorporated herein as Exhibit A. However, commencement of service shall be conditioned upon the funding of a Transportation Development Act (TDA) grant.

4. RENEWAL OR CANCELLATION

The term of this agreement may be extended for one-year periods, up to three years, upon COUNTY'S written

notification to CITY that the COUNTY desires to continue the services provided herein upon the same terms and conditions. Said notification must be given at least 60 days before the expiration of the term.

In the event that CITY decides to discontinue said services and determines that renewal of this agreement is not practical or feasible, CITY agrees to provide COUNTY with at least 30 days' written notice of such discontinuance or nonrenewal.

5. COMPENSATION

In consideration for dial-a-ride services provided pursuant to this agreement, COUNTY agrees to compensate CITY for each dial-a-ride ticket presented to COUNTY at the rate of THREE DOLLARS FIFTY CENTS (\$3.50). Tickets for Arbor Mobile Home Park dial-a-ride passengers shall be furnished by COUNTY and shall be color coordinated so as to be distinguishable from Lodi dial-a-ride tickets. Prices for Acampo dial-a-ride tickets shall be within the sole discretion of COUNTY. COUNTY agrees to pay CITY for services provided pursuant to this agreement within ten (10) working days of receipt of a bi-weekly invoice from CITY. The bi-weekly invoice shall be mailed to:

Department of Public Works

Attn: Doralee Boles

Post Office Box 1810

Stockton, California 95201

1 6. INSURANCE

2 CITY agrees to obtain for COUNTY insurance coverage as
3 an additional insured and indemnification under the
4 terms and conditions provided in Exhibit A herein from
5 Wynston Margrave and Rae Neel Margrave, doing business
6 as City Cab Co.

7 In addition to the extent not covered by provisions of
8 Exhibit A herein, COUNTY agrees to indemnify and hold
9 CITY free and harmless from any claim or demand for
10 damages to persons or property that may occur as a
11 result of performance of this agreement.

12 7. RECORDS

13 CITY agrees to supply COUNTY with all records and infor-
14 mation necessary to satisfy State and federal grant and
15 audit requirements. CITY shall permit authorized repre-
16 sentatives of COUNTY, the U. S. Department of
17 Transportation, and the Comptroller General of the
18 United States and the State or its designated represen-
19 tatives to inspect and audit all data and records
20 relating to the performance of this agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement the day and year first written above.

3
4 CITY OF LODI, a municipal corporation

5 By John R. Eiden
6 Mayor

7 ATTEST:

8 Alex M. Bensch
9 City Clerk

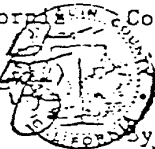
10 COUNTY OF SAN JOAQUIN, a political
11 subdivision of the State of
12 California

13 By George L. Barber
14 GEORGE L. BARBER, Chairman
15 Board of Supervisors

16 ATTEST: JORETTA J. HAYDE
17 Clerk of the Board of Super-
18 visors of the County of San
19 Joaquin, State of California

20 APPROVED AS TO FORM:
21 JOHN F. CHEADLE
22 County Counsel

23 By Cindy Dubois
24 Deputy Clerk



25 By Sandra Michael Affonso
26 SANDRA MICHAEL AFFONSO
27 Deputy County Counsel

RECOMMENDED FOR APPROVAL:

28 Henry M. Hirata
29 HENRY M. HIRATA
30 Director of Public Works

RESOLUTION NO. 87-74

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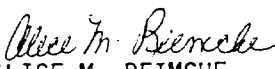
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